JD(SF)–84–02
Salt Lake City, UT

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO, CALIFORNIA

TCI CABLEVISION OF UTAH, INC.,
A SUBSIDIARY OF AT&T BROADBAND, LCC
D/B/A AT&T BROADBAND,
Respondent

and **Case 27-CA-17732**

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, CLC,
Charging Party Union

Angie Berens, Esq.,
for the General Counsel
Henry E. Farber, Esq. and
Sara S. Bowen, Esq.,
for the Respondent
Stanley M. Gosch, Esq.,
for the Charging Party Union

DECISION[1]

Albert A. Metz, Administrative Law Judge. The issue presented is whether the Respondent's refusal to grant market adjustment wage increases to certain technician employees violated Section 8(a)(1), (3) and (5) of the National Labor Relations Act (Act).[2] On the entire record, including my observation of the demeanor of the witnesses, and after consideration of the parties' briefs, I make the following findings of fact.

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1 This case was heard at Salt Lake City, Utah on June 25-26, 2002. All dates in this decision refer to the year 2001 unless otherwise stated.

2 29 U.S.C. § 158 (a)(1), (3) and (5).

I. JURISDICTION AND LABOR ORGANIZATION

The Respondent is in the business of providing telephone, internet and cable services to the public. The Respondent maintains offices at Salt Lake City and Provo, Utah. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act and that the Charging Party Union (Union) is a labor organization within the meaning of Section 2(5) of the Act.

II. ELECTION AND UNION CERTIFICATION

The Respondent and Union are parties to a Neutrality and Consent Election Agreement (NCE) between AT&T and the Union. On October 11 the American Arbitration Association (AAA) conducted a representation election under the terms of the NCE for certain technician employees. The parties had a dispute as to the composition of the unit and the ballots from the election were impounded. The parties presented their unit dispute to an arbitrator and on October 30 he issued his decision defining the unit's composition. On October 31 the parties counted the ballots and the AAA certified the Union as the collective-bargaining representative of the following unit (Each of these classifications is part of the Engineering Group of Respondent's technical family.):

> All Head End Technicians, Access Bandwidth Technicians, Network Surveillance Technicians and Business Service Technicians of the Respondent working at Respondent's Salt Lake City Wilmington Building, and all Head End Technicians and Access Bandwidth Technicians working at Respondent's Ogden and Provo Head Ends.

On December 11 the parties commenced bargaining for a collective-bargaining agreement. No agreement had been reached as of the time of the hearing.

III. RESPONDENT'S WAGE STRUCTURE

The Respondent has twice, in the recent past, given market adjustment wage increases to its employees. The application of the 2001 market increase as it pertained to unit employees is the focus of the dispute in this case. Market adjustments are based upon an analysis of data to assess the Respondent's internal and external competitiveness in the marketplace, taking into account cost of living, and inflation. Market adjustments are not given at regular intervals and the amounts of these increases vary.

IV. THE 2000 MARKET ADJUSTMENTS

The Respondent first gave market adjustments to employees in 2000 because Respondent was experiencing difficulty in recruiting employees. Employees were given two market adjustments that year designed to raise entry level wages and equalize pay for existing employees.

Theresa Sund, Respondent's Vice President of Human Resources for the Salt Lake City Market, began talking with her staff about the first salary adjustment in December 1999. In January 2000 Sund gave a proposal for an adjustment to Gary Boles, Senior Vice President of the Salt Lake City Market. Boles then sought approval of the proposal from his superior, Scott Hegel. On about March 9, 2000, Boles notified Sund that the salary adjustment had been approved. This first salary adjustment went into effect on March 19, 2000.

In July 2000 some of Respondent's senior management conducted "road show" meetings with employees at various work locations and, among other topics, informed them that a second adjustment would be forthcoming. Sund told the employees that an analysis of pay and jobs had been done and that the Respondent was working on a market adjustment. Sund told the employees that a proposal had been sent to corporate headquarters and was pending approval. In November 2000 technician employees, except Network Surveillance Technicians, did receive a second adjustment for the year that again was designed to alleviate disparities with market pay scales.

V. THE 2001 MARKET ADJUSTMENT

In April 2001 the Respondent was experiencing a high turnover rate in employees including losing some of them to a competitor, Qwest. As a result Sund discussed the problem with Boles and submitted another market adjustment proposal to him on July 11, 2001. Sund's proposal gave an increase for all technical and non-technical positions. The proposal stated that technical positions between grades 55 and 61 would get a wage increase commensurate with their job grade. Unit employees were included in the proposal. Specifically, the Head End Technicians, Access Bandwidth Technicians (ABTs) and Grade 59 technicians, which includes Network Surveillance Technicians and Business Service Technicians, were to receive a $1.00 per hour adjustment.

Sund's proposal was discussed with the Respondent's corporate management team, Shirley Mitchell, Division Vice President of Human Resources to whom Sund reports, and Teresa Elder, President of the Western Division, to whom Boles reports. Sund sent the proposal to Mitchell for her input and approval during the week of July 15. Boles submitted the proposal to Elder for review on July 31.

In early August the Respondent was experiencing some economic difficulties consistent with problems in the nationwide broadband market. The Respondent continued, however, studying the possibility of giving employees a market increase. This included an exchange between Sund and Boles of various scenarios that would take into consideration the Respondent's financial concerns.

Sund submitted another salary adjustment proposal to Boles sometime between July and September. She recommended the proposed wage increases take effect on September 30. Boles testified that he agreed with the amounts proposed for the Head End, ABT, and Grade 59 technicians, which remained at $1.00 per hour as in the previous proposal.

In August or September the Respondent told employees that a market adjustment was being worked on for employees. One such occasion occurred at a road show meeting that management conducted at the Murray warehouse. Head End Technician Shawn Hansen testified that he attended such a meeting at the Murray warehouse during this time period. He recalled that during the meeting Boles stated that he was working with corporate on a market adjustment. Hansen testified an employee asked if the engineering group (which includes the unit employees) would get the market adjustment. Boles replied that all of engineering would be included in the increase.

ABT Kevin Mills testified that he attended another summer 2001 meeting with management at either the Layton or Riverdale facilities. During this meeting an employee asked if there was going to be another market adjustment. He recalled that Sund said they were working on the matter and there would be an increase.

Boles testified that between September 7 and 26 he conducted road show meetings with employees at several of Respondent's Salt Lake Area facilities. He recalled telling employees at the meetings that the Respondent had conducted a comprehensive wage analysis, which included nearly every department, and that they were waiting for approval of a market increase which he hoped would be implemented by year's end.

On October 2 the Respondent held a meeting at the Wilmington Head End facility. Several unit employees attended the meeting. Access Bandwidth Technician Kevin Mills testified that either Tom Pierce, Vice President of Labor Relations for AT&T Broadband or Sund noted that the Respondent was working on a market increase for the employees. Mills asked if the head end ABT group would be getting the market adjustment. He recalled Boles saying in reply, "Yes," they would be included in the market increase. Mills recalled looking over at Pierce after Boles answer and seeing him nodding his head in agreement. Boles testified that he told the employees that the wage adjustment was not approved yet but it was coming along fine.

On October 3 Teresa Elder sent a memo to the Respondent's West Division Vice Presidents, including Boles, directing each market to come up with $4 million in cash flow savings for the fourth quarter of 2001. Boles wanted to give the market adjustment if possible within his new budget restraints. He telephoned Elder to express this desire and Elder told him that if he could fund within the limitations of the 4 million in fourth quarter cash savings he could go ahead with the market increase. Boles testified that he studied the matter and by October 5 had a plan that gave the Respondent $4,100,000 in reductions. The additional $100,000 would fund the contemplated market adjustment raises.

On October 11 the AAA conducted the representation election in the technician unit. There is a dispute as to whether Employee Relations Manager Cathy Bohner was present that morning at the surveillance area on the third floor of the Wilmington facility. Employees Steve Davis and Brent Timothy recall that Bohner and Surveillance/BSAC Manager, Everett Preece, were at that location to answer any questions employees might have regarding the union representation issue. Davis was finishing working his shift and Timothy was getting ready to

start work. Timothy and Davis testified they had heard rumors before that morning that they were going to be receiving a $1.00 per hour market adjustment. Timothy recalled asking Bohner how the election would affect the market adjustment. Timothy testified that Bohner said, "...it was already a done deal and that no mater what the outcome of the vote was, all of us would be getting a market increase." Davis, who was splitting his attention between work and listening to the conversation, recalled there was some discussion of the market increase and the tone of the conversation was that unit employees would not be affected one way or the other by the vote. Davis remembered that Bohner mentioned to the employees that they should partake of donuts and orange juice that were available that day. This comment stuck in his memory because it was unusual for the Respondent to provide such refreshments.

Bohner testified that she was not at the Salt Lake City Head End on the day of the election. She did recall, however, being at that location earlier that week. Bohner remembered that while there on Monday, October 8, she did speak with two employees and thought one of them was Timothy. (Davis testified that neither he nor Timothy worked on Mondays as of October 2001.) Bohner testified that she did not discuss a wage adjustment with the employee whom she believed to be Timothy. She did recall that supervisor Everett Preece was present with her when she talked to Timothy. The Respondent did not call Preece to testify.

Bohner also recalled that she was at the same facility on October 4 and had a separate conversation with another employee about a "merit increase." (The Respondent gives merit increases to individual employees based upon their personal performance.) This discussion occurred on the first floor of the building in an area that was not a work location for Surveillance Technicians. Bohner recalled that the employee asked her how the election would effect the upcoming annual merit increase the following March. She told him that the election would have no effect.

Sund testified that she was the only Human Resources representative at the Salt Lake City Head End on the day of the election. She recalled that Preece was also present for the election as well. Sund testified that she bought donuts for the employees on the day of the election

Under the adverse inference rule when a party has relevant evidence within its control which is not produced, that failure gives rise to an inference that the evidence would be unfavorable to the party. ***Auto Workers v. NLRB***, 459 F.2d 1329 (D.C. Cir. 1972). I find that such an adverse inference is appropriate in this case. I find that had the Respondent called supervisor Preece to testify that his testimony would have been contrary to Bohner's statements that she was not at the Salt Lake City Head End facility for the October 11 election and thus had no discussions with Timothy and Davis. ***International Automated Machines***, 285 NLRB 1122-1123 (1987). I have also taken into consideration the demeanor of Bohner, Davis and Timothy and their testimony regarding whether Bohner was present at the facility on October 11. I found Davis and Timothy more persuasive in this regard and conclude that Bohner was present and did discuss the impact of the market increase with them. Regarding the content of the conversation I note that it was consistent with the admitted facts that the unit employees were being included in the planning for a market increase at the time. I find that Bohner did tell the

employees that the election would have no effect on their getting a market increase and unit employees were included in the raise.

On October 12 Sund met with her staff and discussed modifications to the market adjustment. Changes were made in the proposal and Sund testified that she hoped that the terms of the adjustment were then finalized. These changes included giving a market adjustment raise to the unit employees.

Sund testified that between October 12 and 16 she had a telephone conversation with Tom Pierce, Vice President of Labor Relations, where they talked about whether unit employees could be given the market adjustment. Pierce advised against their inclusion because he believed that if the Respondent made a unilateral change to their wages at that point it could be considered an unfair labor practice. Pierce dictated language to Sund for her to include in "Instructions for Salary Adjustment," which are written directions to supervisors on how to implement the market adjustment. Pierce's language which was added to the instruction sheet states:

> All non-exempt positions except the following are included in this adjustment:
>
> - Headend Techs
> - ABTs (at Wilmington)
> - Surveillance Techs
> - Business Service Tech
>
> We have conducted a CWA representative election for the above employees. We are not making an adjustment for these employees at this time because if the union is elected, a unilateral change in pay (i.e. wage adjustment) could be viewed as an Unfair Labor Practice (ULP)… (Jt. Ex. 3)

Sund revised the market adjustment to conform to Pierce's advice and eliminated unit employees from receiving the raise. Unit employees were the only group removed from the adjustment. On about October 16 she gave Boles the revision. Boles met with Elder on October 16 and she approved the revised market adjustment.

On October 17 Sund was informed of the corporate approval for the raise. On October 18 Sund met with supervisors and gave them an outline of the revised market adjustment. The supervisors were told to discuss the adjustment with their employees and as part of those discussions unit employees were told that they would not be included in the raise. The adjustment went into effect on November 25. There is no evidence that the Respondent ever told the Union that unit employees had been removed from receiving the market adjustment.

Sund testified that on October 23 she held a meeting of employees at the Ogden/North Valley Head End location. Several unit employees attended that meeting. Head End Technician Shawn Hanson testified that Sund announced during the meeting that certain employees would be receiving market adjustments and discussed what those rates were. She specifically told the

assemblage that the unit employees would not receive increases because she believed it would be an unfair labor practice to grant them raises.

Patrick Hunt is a research economist for the Union. On November 1 he wrote to Pierce and noted that unit employees had been informed they were not being given the market adjustment because the Respondent believed the law prohibited granting the increase to them. Hunt disputed that claim and requested that the Respondent include the bargaining unit employees in the pending market adjustment increase. Pierce did not respond to Hunt's communication. On November 12 Hunt sent an e-mail on the same subject on behalf of George Kohl, the Union's Assistant to the President, to David Brunick, the Respondent's Senior Vice President for Human Resources. On November 25 the non-bargaining unit employees received the market adjustment increases. On November 26 Hunt talked to Pierce and again asked that the Respondent to give the market adjustment increase to the bargaining unit employees. Pierce refused the request.

VI. ANALYSIS

The Government argues that the 2001 market adjustment was a condition of employment and the Respondent was thus required to bargain with the Union before withdrawing that raise from unit employees. The Respondent asserts that it had to withhold the raise or be guilty of implementing an unlawful unilateral change in the wage terms of the unit employees. The Respondent also makes the point that the raise was not finally approved until after the October 11 election and this contingency insulates its withholding of the raise from unfair labor practice charges.

The credited evidence shows that leading up to the October 11 election the Respondent had assured the unit employees that they were included in the plans for a market increase. During the summer road shows Boles told unit employees they were part of the planned market raise. On October 2 Boles reiterated the same message to unit employees. On the day of the election, Bohner told employees that their voting in the election would not adversely affect their inclusion in the market increase. Sund's testimony establishes the fact that unit employees were consistently part of the market increase calculations until the point that Pierce directed that they should be excluded. The unit employees had been told prior to final approval that they were covered by the formulation of the raise.

It is undisputed that unit employees were part of the market increase package prior to Pierce's telephone conversation with Sund. That conversation took place shortly after the October 11 election and resulted in the unit employees being eliminated from the market increase. The Respondent's sole reason for not giving them the raise was because they had participated in the representation vote. When the Union learned unit employees had been denied the raise and sought to discuss the matter with the Respondent its entreaties were rebuffed.

Some of the Respondent's pronouncements to employees about the market increase noted that it was pending approval. The cases teach that such a contingency does not preclude the benefit from being a condition of employment for the employees. In ***Liberty Telephone***

***and Communications, Inc.*,** 204 NLRB 317, 317-318 (1973), the employer announced in December that an increase in wages was planned for the following July 1 subject to approval from the Internal Revenue Service. In the interim a representation election was held and the Union was certified in May. When the employer implemented the planned July 1 raise the unit employees were excluded. The Board found the denial of the raise to be a violation of the Act. In discussing the fact that the raises were not finalized when they were announced the Board stated:

> [T]he Respondents' action here in announcing the wage increase, though subject to Internal Revenue Service approval, created a reasonable expectation of an increase to take place upon a contingency. The announcement in that sense effected a change in existing conditions of employment.

In ***Armstrong Cork Co. v. NLRB*,** 211 F.2d 843, 847 (5th Cir. 1954), the employer announced wage increases, subject to approval of the Wage Stabilization Board. After a union became the certified representative of some of the employer's employees, the employer withdrew the announced pay increase for those workers because of a concern about the potential for being charged with unfair labor practices. The Court rejected the employer's reasoning and found:

> In view of [the employer's] announcement of a general wage increase, even though it was subject to W.S.B. approval, we think its unilateral action in withdrawing the increase insofar as applicable to union employees after the union's certification was equivalent to changing "conditions of employment" for the definition of the quoted phrase includes not only "what the employer has already granted" but also what he "proposes to grant."

The Respondent included the unit employees in the market increase until they voted in the representation election. The fact that the raise was not finally approved when the unit employees were removed from its benefits is not dispositive of the issue. ***Eastern Maine Medical Center v. NLRB***, 658 F.2d 1, 8 (1st Cir. 1981)("[i]ndefiniteness as to amount and flavor of discretion do not...prevent [merit raises] from becoming part of the conditions of employment.); ***Liberty Telephone*,** supra. The unit employees reasonably expected they would continue to be participants in the market increase that was ultimately approved and granted to other employees.

An employer violates the Act by unilaterally implementing, without notice to the union and affording it an opportunity to bargain, changes in the terms and conditions of employment of its employees represented by a union. ***NLRB v. Katz***, 369 U.S. 736 (1962); ***More Truck Lines*,** 336 NLRB No. 69, slip op. at 1 (2001) ("This duty to maintain the status quo imposes an obligation upon the employer not only to maintain what he has already given his employees, but also to 'implement benefits which have become conditions of employment by virtue of prior commitment or practice.'") The Fifth Circuit in ***NLRB v. Dothan Eagle***, 434 F.2d 93, 98 (1970), observed concerning unilateral changes:

> The cases make it crystal clear that the vice involved in both the unlawful increase situation and the unlawful refusal to increase situation is that the employer has *changed* the existing conditions of employment. It is the *change* which is prohibited and which forms the basis of the unfair labor practice charge.
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> ***
>
> In other words, whenever the employer by promises or by a course of conduct has made a particular benefit part of the established wage or compensation system, then he is not at liberty unilaterally to change this benefit either for better or worse during...the period of collective bargaining. [Emphasis in the original.]

I conclude that the announced market adjustment raise was a condition of employment for the unit employees and that the Respondent's denial of that raise for them was an unlawful unilateral action in violation of Section 8(a)(1) and (5) of the Act.

The Respondent cancelled the market adjustment for the unit employees because they participated in the union representation election. I find that this exclusion of the unit employees from the raise discriminated against them because of their protected union activities and thus violated Section 8(a)(1) and (3) of the Act. ***Florida Steel Corp.,*** 220 NLRB 1201, 1203 (1975), enfd. 538 F.2d 324 (4th Cir. 1976); ***Twin City Concrete, Inc.*****,** 317 NLRB 1313, 1318 (1995)("[I]t is well settled that an employer violates the Act by attributing its failure to grant promised wages and benefits to the presence of the union or a pending election."), ***America's Best Quality Coatings Corp.,*** 313 NLRB 470 (1993).

CONCLUSIONS OF LAW

1. The Respondent, TCI Cablevision of Utah, Inc., a subsidiary of AT&T Broadband, LLC, d/b/a AT&T Broadband, is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. The Communications Workers of America, is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent violated Section 8(a)(1), (3) and (5) of the Act.

4. The foregoing unfair labor practices constitute unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended:[3]

[3] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommend Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ORDER

The Respondent, TCI Cablevision of Utah, Inc., a subsidiary of AT&T Broadband, LLC, d/b/a AT&T Broadband, its officers, agents, successors, and assigns shall

1. Cease and desist from:

(a) Refusing to bargain collectively with the Communications Workers of America, AFL-CIO, by unilaterally withholding market adjustment increases from the unit employees.

(b) Discriminating against employees by withholding market adjustment increases from them because they voted in a representation election and selected the Communications Workers of America as their exclusive collective bargaining representative.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Retroactively make all unit employees whole for any loss of earnings and other benefits suffered as a result of the discrimination against them because of the withholding of the market adjustment increase, plus interest.

(b) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(c) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

> All Head End Technicians, Access Bandwidth Technicians, Network Surveillance Technicians and Business Service Technicians of the Respondent working at the Salt Lake City Wilmington Building, and all Head End Technicians and Access Bandwidth Technicians of the Respondent working at the Ogden and Prove Head Ends.

(d) Within 14 days after service by the Region, post at its facilities in the Salt Lake City, Utah area, copies of the attached notice marked "Appendix." [4] Copies of the notice, on forms

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[4] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

provided by the Regional Director for Region 27, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 25, 2001. ***Excel Container, Inc.,*** 325 NLRB 17 (1997).

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated

_____

Albert A. Metz
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board had found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL bargain in good faith with the Communications Workers of America, AFL-CIO, CLC, as the exclusive bargaining representative of our employees in the following unit:

All Head End Technicians, Access Bandwidth Technicians, Network Surveillance Technicians and Business Service Technicians of the Respondent working at the Salt Lake City Wilmington Building, and all Head End Technicians and Access Bandwidth Technicians of the Respondent working at the Ogden and Provo Head Ends.

WE WILL NOT refuse to bargain collectively with the Communications Workers of America, AFL-CIO, by unilaterally withholding market adjustment increases from the unit employees.

WE WILL NOT discriminate against our employees by withholding market adjustment increases from them because they voted in a representation election and selected the Union as their exclusive collective bargaining representative.

WE WILL NOT in any like or related manner, interfere with, restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL retroactively make whole all unit employees from whom we withheld the November 25, 2001, market adjustment wage increase, plus interest.

TCI Cablevision of Utah, Inc., a subsidiary of
AT&T Broadband, LLC, d/b/a AT&T Broadband
(Employer)

Dated _____ **By** _____
(Representative) **(Title)**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: **www.nlrb.gov**.

600 17th Street, 7th Floor, North Tower, Denver, CO 80202-5433

(303) 844-3551, Hours: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (303) 844-3554.